ATTACHMENT 1

to the

DECLARATION OF EVA FETTIG
ON BEHALF OF
AT&T COMMUNICATIONS OF THE SOUTHWEST, INC.

BEFORE THE CORPORATION COMMISSION OF THE STATE OF OKLAHOMA

APPLICATION OF THE ATTORNEY GENERAL OF THE STATE OF OKLAHOMA, AT&T COMMUNICATIONS OF THE SOUTHWEST, INC., BROOKS FIBER COMMUNICATIONS OF TULSA, INC., COX OKLAHOMA TELCOM, INC., MCI TELECOMMUNICATIONS CORPORATION, AND SPRINT COMMUNICATIONS, L.P. TO EXPLORE SOUTHWESTERN BELL TELEPHONE COMPANY'S COMPLIANCE WITH SECTION 271(C) OF THE TELECOMMUNICATIONS ACT OF 1996	)	CAUSE NO. PUD 970000560

REBUTTAL TESTIMONY OF REBECCA L. SPARKS

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August 31, 2000

REBUTTAL TESTIMONY OF REBECCA L. SPARKS

SOUTHWESTERN BELL TELEPHONE COMPANY

CAUSE NO. PUD 970000560

Q1. WHAT IS YOUR NAME, TITLE, AND BUSINESS ADDRESS?

A. My name is Rebecca L. Sparks. I am Director – Wholesale Marketing for Southwestern Bell Telephone Company (SWBT). My business address is Four Bell Plaza, Room 1250, Dallas, Texas, 75202.

Q2. HAVE YOU PREVIOUSLY PROVIDED TESTIMONY IN THIS CAUSE?

A. Yes. I filed direct testimony on July 17, 2000.

Q3. WHAT IS THE PURPOSE OF YOUR REBUTTAL TESTIMONY?

A. My rebuttal testimony has two purposes. First, I update the record with respect to an affidavit I filed in support of SBC's application in Oklahoma on June 9, 2000. This update is needed because since filing this affidavit, on June 30, 2000, the FCC approved SWBT's application to provide in-region interLATA services in Texas.[1] The FCC granted SWBT's application based on its finding that SWBT has taken the statutorily required steps to open its markets to competition. The FCC specifically found that SWBT satisfies all of the requirements of the Act including checklist items (i) interconnection (Texas Order ¶ 65), (ii) access to network

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[1] Memorandum Opinion and Order, Application by SBC Communications Inc., Southwestern Bell Telephone Company, and Southwestern Bell Communications Services, Inc. d/b/a Southwestern Bell Long Distance Pursuant to Section 271 of the Telecommunications Act of 1996 To Provide In-Region, InterLATA Services In Texas, CC Docket No. 00-65, FCC 00-238, released June 30, 2000. ("Texas Order").

of the O2A divorced from that provision's legitimately related terms, thus disturbing the "quid pro quo" that is the fundamental basis of the O2A's market-opening policies designed to quickly bring the benefits of further competition to Oklahoma consumers.

Q15. WHAT ADDITIONAL ISSUE DID BIRCH RAISE REGARDING THE O2A MFN PROVISIONS?

A. Birch (Tidwell at page 7) erroneously claims that it is SWBT's position that the "General Terms and Conditions portion of an agreement is not subject to Section 252(i) and in any event is totally related." Under the O2A, this is simply not the case. Section 26 of the O2A specifically lists the provisions of the General Terms and Conditions that are legitimately related for purposes of Section 252(i).

INTERCONNECTION

Q16. WHAT IS SWBT'S POSITION REGARING INTERCONNECTION AS DISCUSSED BY AT&T?

A. As AT&T recognized,[17] the FCC, in the Texas Order, discussed requirements for interconnection that include:

> Section 251, and our implementing rules, require an incumbent LEC to allow a competitive LEC to interconnect at any technically feasible point. This means that a competitive LEC has the option to interconnect at only one technically feasible point in each LATA. The incumbent LEC is relieved of its obligation to provide interconnection at a particular point in its network only if it proves to the state public utility commission that interconnection at that point is technically infeasible. Thus, new entrants may select the "most efficient points at which to exchange traffic with incumbent LECs, thereby lowering the competing carriers' costs of, among other things, transport and termination."

[17] Direct Testimony of Eva Fettig on Behalf of AT&T Communications of the Southwest, Inc.

> Indeed, "section 251(c)(2) gives competing carriers the right to deliver traffic terminating on an incumbent LEC's network at any technically feasible point in the network, rather than obligating such carriers to transport traffic to less convenient or efficient interconnection points." We note that in SWBT's interconnection agreement with MCI (WorldCom), WorldCom may designate "a single interconnection point within a LATA." Thus, SWBT provides WorldCom interconnection at any technically feasible point, and section 252(i) entitles AT&T, or any requesting carrier, to seek the same terms and conditions as those contained in WorldCom's agreement, a matter any carrier is free to take up with the Texas Commission. (paragraph 78, footnotes omitted)

Therefore, SWBT recommends that the O2A be modified to include the option of interconnecting at a single technically feasible point within the LATA by including the following in Attachment 11: Network Interconnection Architecture as follows (new language is underlined, deleted language is struck through):

1.0 The Parties will interconnect their facilities as follows:

1.1 CLEC may interconnect its facilities with SWBT network facilities at any technically feasible point.

1.~~1~~2 Subject to Paragraph 1.3 below, ~~In each SWBT Exchange Area in which CLEC offers local exchange service,~~ the Parties will interconnect their network facilities at a minimum of one mutually agreeable and technically feasible Point of Interconnection (POI) in each SWBT Exchange Area in which CLEC offers local exchange service. Each party will be responsible for providing necessary equipment and facilities on their side of the POI for this arrangement. If CLEC establishes collocation at an end office, any direct trunks will be provisioned over the CLEC collocation facility. The POI will be identified by street address and Vertical and Horizontal (V & H) Coordinates. This process will continue as CLEC initiates exchange service operations in additional SWBT Exchange Areas;

1.3 If CLEC desires a single POI or multiple POIs in a LATA, SWBT agrees to provide, for the exchange of local traffic, dedicated or common transport to any other exchange within the LATA requested by CLEC, or CLEC may self-provision, or use a third party's facilities. Such interconnection shall be permitted only to

the extent it is technically feasible. Disagreements regarding terms and conditions to implement this paragraph will be subject to negotiation and, if necessary, resolution in accordance with the provisions of General Terms and Conditions, section 9.5 (Formal Resolution of Disputes).

In addition, the existing paragraph 1.2 would be renumbered to 1.4 and existing paragraph 1.3 would be renumbered to paragraph 1.5.

COLLOCATION

Q17. IS VIRTUAL COLLOCATION AVAILABLE EVEN WHEN THERE IS SPACE AVAILABLE FOR PHYSICAL COLLOCATION? (AT&T, PAGE 17)

A. Yes. As described in my affidavit at paragraph 70, SWBT makes virtual collocation available even where space is available. See also, Attachment K, to my affidavit, Local Access Service Tariff, Section 3, Virtual Collocation, which does not contain any restrictions on the use of virtual collocation where space is available for physical collocation.

Q18. WILL CLECS HAVE THE SAME MAINTENANCE OPTIONS IN REGARDS TO VIRTUAL COLLOCATION EQUIPMENT IN OKLAHOMA AS THEY DO IN TEXAS? (AT&T, PAGE 17)

A. Yes. CLECs who obtain virtual collocation from Oklahoma Virtual Collocation Tariff (Attachment K to my affidavit) have the same maintenance options as those CLECs who obtain virtual collocation from the Texas intrastate virtual collocation tariff. This is an additional option that goes beyond the requirements of the Act or FCC rules. Contrary to AT&T's unsubstantiated claim, the FCC does not have a requirement that the CLEC be allowed to maintain virtual collocation equipment.

ATTACHMENT 2

to the

DECLARATION OF EVA FETTIG
ON BEHALF OF
AT&T COMMUNICATIONS OF THE SOUTHWEST, INC.

BEFORE THE CORPORATION COMMISSION OF THE STATE OF OKLAHOMA

APPLICATION OF THE ATTORNEY GENERAL OF THE STATE OF OKLAHOMA, AT&T COMMUNICATIONS OF THE SOUTHWEST, INC., BROOKS FIBER COMMUNICATIONS OF TULSA, INC., COX OKLAHOMA TELCOM, INC., MCI TELECOMMUNICATIONS CORPORATION, AND SPRINT COMMUNICATIONS, L.P. TO EXPLORE SOUTHWESTERN BELL TELEPHONE COMPANY'S COMPLIANCE WITH SECTION 271(C) OF THE TELECOMMUNICATIONS ACT OF 1996	)	CAUSE NO. PUD 970000560
	)	ORDER NO. 445180

HEARING: September 18-22, 2000
Before the Commission *en banc*

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ORDER REGARDING RECOMMENDATION ON 271 APPLICATION PURSUANT TO TELECOMMUNICATIONS ACT OF 1996

BY THE COMMISSION:

The Oklahoma Corporation Commission of the State of Oklahoma ("the Commission") being regularly in session and the undersigned Commissioners being present and participating, there comes on for consideration and action, the request of Southwestern Bell Telephone Company ("Southwestern Bell" or "SWBT") for interLATA relief in Oklahoma under section 271 of the Communications Act of 1934, as amended by the Telecommunications Act of 1996, Pub. L. No. 104-104, 110 Stat. 56 ("the 1996 Act").

For the reasons set out below, the Commission finds that (1) Southwestern Bell's Application satisfies the requirements of 47 U.S.C. § 271(c) for authority to provide interLATA services in Oklahoma, provided Southwestern Bell modifies the Oklahoma 271 Agreement ("O2A") as indicated herein, and (2) conditional upon the changes recommended by the Commission herein. Southwestern Bell's entry into the interLATA long distance market in Oklahoma is in the public interest. Based on the record developed in this proceeding and with the recommended changes to the O2A set forth in this Order and the commitment of Southwestern Bell to assist the Commission in the expeditious determination of permanent rates for collocation, line sharing/line splitting, loop conditioning, and subloop unbundling, the Commission supports Southwestern Bell's Application.

I. PROCEDURAL HISTORY

Section 271(d)(2)(B) of the 1996 Act provides that the Federal Communications Commission ("FCC") shall consult with the appropriate state commission before ruling on the application of any Bell operating company ("BOC") to provide in-region, interLATA service. This marks the culmination of the second state-level proceeding in which this Commission, fulfilling its role under the federal statute, has considered an application of Southwestern Bell for interLATA relief in Oklahoma. After the FCC rejected Southwestern Bell's initial application,[1]

[1] Memorandum Opinion and Order, Application by SBC Communications Inc., Pursuant to Section 271 of the Communications Act of 1934, as amended, To Provide In-Region, InterLATA Services In Oklahoma, 12 FCC Rcd 8685 (1997) ("Oklahoma Order").

on their certification as Competitive Local Exchange Carriers in Oklahoma, are taking minimal steps to actually enter the local exchange market.

The contrast between these IXC/CLEC carriers' lack of interest in the local exchange market in Oklahoma and the observed market entry of other carriers, appears to be based upon reasons other than the ability of local exchange carriers to enter the Oklahoma local exchange market.

V. SOUTHWESTERN BELL'S COMPLIANCE WITH THE COMPETITIVE CHECKLIST

The 1996 Act's competitive checklist sets out the steps a BOC must take to open the local market to its competitors. See 47 U.S.C. § 271(c)(2)(B)(i)-(xiv). As discussed in detail below, the Commission finds that so long as Southwestern Bell takes the actions described in this Order to ensure that competitors have the ability to compete effectively in the Oklahoma local exchange market, Southwestern Bell has satisfied the requirements of the competitive checklist by providing or offering to other telecommunications carriers access to and interconnection with its network on terms and conditions that satisfy each of the following checklist items.

Before undertaking an examination of each checklist item, however, a few general observations are appropriate.

The standard applied by this Commission in reviewing Southwestern Bell's compliance with the checklist is nondiscriminatory access to facilities and services, not perfect performance free from error or mistake. Like the FCC, "[w]e disagree . . . that isolated problems are sufficient to demonstrate that [a BOC] fails to meet the statutory requirements." Second Louisiana Order, 13 FCC Rcd at 20651, ¶ 78.

Consistent with the position of the FCC, this Commission has not required that Southwestern Bell actually provision each specific checklist item, only that it demonstrate each checklist item is legally and practically available. The FCC has indicated "Congress did not intend to require a petitioning BOC to be actually furnishing each checklist item." Michigan Order, 12 FCC Rcd at 20605, ¶ 115. Nevertheless, the Commission notes that Southwestern Bell appears to be making available and/or supplying all of the fourteen checklist items to CLECs in Oklahoma for their commercial use, even though CLECs are not yet ordering all these items at commercial volumes.[24]

The Commission does not believe, as some commenters contend, that it must conduct a comprehensive, independent review of Southwestern Bell's performance data before evaluating Southwestern Bell's compliance with the checklist. Southwestern Bell's general processes for collecting and reporting data were validated by Telcordia, which confirmed that Southwestern

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[24] Rebecca Sparks testified that Dark Fiber has been available to CLECs who choose to MFN the purchase of Dark Fiber pursuant to the SWBT/AT&T interconnection agreement. See Transcript 9-21-00.

Bell "collects and reports data in a manner consistent with the [Texas Commission]-approved business rules," and the FCC found that Southwestern Bell had agreed to implement each of Telcordia's recommendations. Texas Order ¶ 429. This Commission does not believe that a second, redundant review of those procedures is necessary. The Commission does, however, take very seriously, all claims that Southwestern Bell's data are unreliable, or that they reveal sub-standard performance. Accordingly, following the FCC's lead, "[w]here particular SWBT data are disputed by commenters, we discuss these challenges in our checklist analysis, below." Texas Order ¶ 57.

Additional Issues

Additional issues were raised during the hearing regarding ex parte communications, the possible conflict of interest due to the Assistant Attorney General's prior employment by the Corporation Commission and competition in the payphone markets. Upon consideration, the Commission finds that these matters are not determinative of Southwestern Bell's application for interLATA authority pursuant to the Telecommunications Act of 1996.

Checklist Item 1: Interconnection

Section 271(c)(2)(B)(i) of the Act requires a section 271 applicant to provide interconnection in accordance with the requirements of sections 251(c)(2) and 252(d)(1). Section 251(c)(2) imposes a duty on incumbent LECs "to provide, for the facilities and equipment of any requesting telecommunications carrier, interconnection with the local exchange carrier's network.... For the transmission and routing of telephone exchange service and exchange access." First an incumbent LEC must provide interconnection " at any technically feasible point within the carrier's network. Second, an incumbent LEC must provide interconnection that is "at least equal in quality to that provided by the local exchange carrier to itself." Finally, the incumbent LEC must provide interconnection "on rates, terms and conditions that are just, reasonable, and nondiscriminatory, in accordance with the terms of the agreement and the requirements of [section 251] and section 252."

In Interim Order No. 434494, which adopted the 1999 ALJ Report in this Cause, the Commission found that Southwestern Bell's quality of interconnection was not sufficient to meet the requirements of Sections 251 and 252 at that time. The Interim Order also indicated that before the Commission could verify compliance with this checklist item, Southwestern Bell would have to improve the quality of interconnection it provides to CLECs and demonstrate through appropriate performance measurements that these improvements have been implemented.[25]

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[25] See ALJ Report at 5; see also Interim Order at 8-9. All citations to the "ALJ Report" are to the separately paginated Part III of the full report, entitled "Interim Report and Recommendations."

With the requirements set forth in this Order, and based upon the record before the Commission at this time, the Commission finds that Southwestern Bell has now satisfied this checklist item in compliance with the 1996 Act and FCC rules.

Southwestern Bell's model interconnection agreement, known as the O2A, as well as its OCC-approved interconnection agreements, establish ample methods of interconnection. See SWBT's Deere Aff. ¶ 14; O2A Attach. 11, § 2.0. This Commission is satisfied that Southwestern Bell interconnects with CLECs using the same facilities, interfaces, technical criteria, and service standards as Southwestern Bell uses for its own operations, just as the FCC found with regard to Southwestern Bell's virtually identical operations in Texas. See SWBT's Deere Aff. ¶¶ 14-32 (methods of interconnection), 33-42 (trunking arrangements), 43-62 (trunk forecasting and servicing); SWBT's Sparks Aff. ¶¶ 32-72 (collocation); see also Texas Order ¶¶ 65, 73. Each of these interconnection arrangements is available at the line side or trunk side of the local switch, the trunk connection points of a tandem switch, central office cross-connect points, out-of-band signaling transfer points, and points of access to unbundled network elements ("UNEs"). SWBT's Deere Aff. ¶¶ 20-21. In addition to these standard offerings, CLECs may request custom-tailored interconnection arrangements through a Special Request process, which allows CLECs to request modifications to existing interconnection arrangements as well as additional arrangements. Id. ¶¶ 29, 79-83; SWBT's Sparks Aff. ¶ 57; O2A Attach. 6 – UNE, § 2.22.

The Commission finds that the available data relating to interconnection trunking demonstrates that Southwestern Bell has consistently bettered or equaled the parity levels and benchmarks during the past six months for all measurements with sample sizes of at least ten data points, thus demonstrating nondiscriminatory service. See SWBT's Dysart Aff. ¶¶ 36, 42-43, 151 & Attach. E. For example, the percentage of outgoing calls blocked on dedicated interconnection trunks connecting Southwestern Bell tandem switches to CLEC end offices (PM 70-02), and the percentage of blockage on common transport trunk groups carrying CLEC traffic (PM 71-01), was far below the applicable benchmark in each of the six months from February 2000 to July 2000. See id. ¶¶ 43-44 & Attach. C; SWBT's Dysart Rebuttal Test. at 21-22 & Attach. A; see also Texas Order ¶¶ 67-72 (finding Southwestern Bell in compliance based on three months of data for interconnection trunking). With regard to the measurement for percentage of missed installation due dates (PM 73), Southwestern Bell provided Oklahoma CLECs parity or better performance in five of the last six months. See SWBT's Dysart Aff. ¶ 44 & Attach. C; SWBT's Dysart Rebuttal Test. at 21-22 & Attach. A.[26] Southwestern Bell had provided nearly 40,000 interconnection trunks to Oklahoma CLECs through July 2000. SWBT's Johnson Rebuttal Test. Attach. A.

Notwithstanding the testimony that CLEC's received parity or better performance with regard to the percentage of missed installation due dates, the Commission believes that parity with a poor performance record for Southwestern Bell may not allow a CLEC the meaningful

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[26] Southwestern Bell has provided Oklahoma CLECs parity performance under PM 73 in eleven of the past twelve months (August 1999 to July 2000). SWBT's Dysart Rebuttal Test. At 24.

opportunity to compete in the Oklahoma Local Exchange market, because the CLEC's reputation with its customers and potential customers could be severely damaged by a "parity" level of missed installation dates. Although AT&T recommended that the Commission not find Southwestern Bell to be in compliance with Checklist item (i) until after Southwestern Bell has demonstrated three consecutive months of satisfactory performance on PM 73, the Commission does not deem it appropriate to delay a decision until three months of data can be accumulated for PM 73. Instead, the Commission finds that Southwestern Bell should make a supplemental report regarding their compliance with PM 73 to this Commission and to the FCC, prior to the close of the FCC proceedings.

The Commission also finds that with the modifications recommended by the Commission in this Order, Southwestern Bell satisfies all applicable requirements for collocation. Southwestern Bell makes available caged, shared-cage, and cageless physical collocation, all at the option of the CLEC. See SWBT's Sparks Aff. ¶¶ 46-54. Southwestern Bell also makes available adjacent collocation and virtual collocation and will make available any other physical collocation arrangement that has been deemed technically feasible on another incumbent LEC's premises, unless such an arrangement is not technically feasible on Southwestern Bell's premises or there is a lack of space. See id. ¶¶ 55, 57, 70; SWBT's Deere Aff. ¶ 24.[27]

The available monthly performance data for the six-month period from February 2000 through July 2000 show that Southwestern Bell met its due dates for installation of collocation 100 percent of the time in Oklahoma. See SWBT's Dysart Aff. ¶ 45 & Attach. C; SWBT's Dysart Rebuttal Test. Attach. A (PM 107). In each of those same months, Southwestern Bell met or (much more often) exceeded the 90 percent benchmark for processing CLEC requests for collocation. SWBT's Dysart Aff. ¶ 45 & Attach. C.; SWBT's Dysart Rebuttal Test. Attach. A (PM 109). Southwestern Bell has provisioned in Oklahoma over 350 physical and virtual collocation arrangements in 64 wire centers through July 2000. SWBT's Johnson Rebuttal Test. Attach. A.

The Commission further finds that Southwestern Bell provides interconnection at geographically de-averaged prices which are consistent with 47 U.S.C. § 252(d) and the FCC's rules. The prices available in the O2A have all been approved either by the OCC or by the Texas Commission, or are set at interim levels pending OCC review; in each instance where the OCC has not yet set a "permanent price," the prices are interim and are subject to true-up. See SWBT's Sparks Aff. ¶ 133. See generally SWBT's Ries Aff.; see also, e.g., O2A Attach. 6 – App. Pricing – UNE. In Cause Nos. PUD 970000213 and PUD 970000442, the Commission established Southwestern Bell's cost-based rates for UNEs. Although some of the rates are interim and subject to true-up, the Commission finds that such rates satisfy the requirements of

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[27] AT&T contends that Attachment 13 – Appendix Collocation to the O2A could be read to give Southwestern Bell discretion to deny virtual collocation where physical collocation is also available. See AT&T Comments at 17. Southwestern Bell, however, has consistently represented that it will provide virtual collocation even where physical collocation space is available. See SWBT's Sparks Aff. ¶ 70; SWBT's Sparks Rebuttal Test. At 16-17. To the extent there is any ambiguity in the O2A, Southwestern Bell will be held to its representations in these proceedings.

section 252(d). See SWBT's Sparks Aff. ¶¶ 134-139; SWBT's Ries Aff. ¶ 11. Because of the interim nature of some rates, however, the Commission finds that some CLEC's may find it difficult to make decisions regarding their business plans in Oklahoma. Therefore, to encourage competition in the local exchange market, the Commission finds that a procedural schedule should be established in PUD 200000249 which will permit an expeditious determination of permanent rates regarding collocation. Additionally, the Commission finds that a procedural schedule should be established in PUD 200000192, for the expeditious determination of permanent rates regarding loop conditioning.

None of the commenters' contentions rebut Southwestern Bell's prima facie showing that it has satisfied this checklist item. Although AT&T claims there is a "potential inconsistency between SWBT's reported data for average interconnection trunk installation interval (PM 78) and its data for percent missed due dates (PM 73)," AT&T's Fettig (Perf. Meas.) Test. at 24, the Commission is satisfied that Southwestern Bell has reconciled the apparent discrepancy. Data reported in PM 73 capture the number of all trunks provisioned. On the other hand, data captured in PM 78 capture all trunk orders that have a due date within the standard interval (20 days) and were not a customer-caused miss. See SWBT's Dysart Rebuttal Test. at 23-24 (providing table reconciling data reported under PM 73 with that reported under PM 78). Thus, the two measures accurately capture the data they were each designed to report.

AT&T next claims that Southwestern Bell's performance for timely trunk provisioning is deficient under a newly proposed benchmark standard for PM 73 (Percentage of Missed Due Dates – Interconnection Trunks), which was recently adopted by the Texas Commission as part of the 1.7 performance measures. See AT&T's Fettig (Perf. Meas.) Test. at 26 (noting Texas Commission's adoption of a 95-percent benchmark standard to replace the parity standard in PM 73). AT&T claims that Southwestern Bell's Oklahoma data would have failed to meet the newly adopted Texas benchmark in nine of the twelve months from July 1999 to June 2000, including the last three months. Id. As AT&T recognizes, however, Southwestern Bell met the parity standard that was in force for PM 73 in ten of those months. Id. And when July 2000 data are considered, Southwestern Bell provided Oklahoma CLECs parity performance under PM 73 in eleven of the past twelve months (August 1999 to July 2000). SWBT's Dysart Rebuttal Test. at 24. Although AT&T complains that this was due in part to Southwestern Bell's own high rate of missed due dates, "[n]othing in the statute requires the ILECs to provide superior quality interconnection to its competitors." Iowa Utils. Bd. v. FCC, 219 F.3d 744, 758 (8th Cir. 2000) (reaffirming prior invalidation of FCC rules requiring interconnection superior to that which ILEC provides to itself). Thus, for purposes of compliance with section 271, where there is a retail analog (as here), Southwestern Bell's obligation is to provide parity performance and not performance satisfying a benchmark set higher than the service it provides to itself.[28] Consistent

[28] See AT&T Corp. v. FCC, 220 F.3d 607, 625 (D.C. Cir. 2000) (explaining that, where there is a retail analogue, the FCC in reviewing a section 271 application "asks whether the BOC has 'provide[d] access that is equal to . . . the level of access that the BOC provides itself, its customers, or its affiliates, in terms of quality, accuracy, and timeliness'") (quoting Memorandum Opinion and Order, Application by Bell Atlantic New York for Authorization Under Section 271 of the Communications Act To Provide In-Region, InterLATA Service in the State of New York,

with the ruling by the FCC in the Texas Order, ¶ 70, the Commission finds that Southwestern Bell's provision of "parity or better performance to competitors" in Oklahoma under PM 73 of the 1.6 standards, satisfies section 271. As the Commission has indicated above, Southwestern Bell should make a supplemental report regarding their compliance with PM 73 to this Commission, prior to the close of the FCC proceedings.

AT&T also suggests that it is unclear whether Southwestern Bell's trunk blockage measure (PM 70) accurately reflects CLEC experience. See AT&T's Fettig (Perf. Meas.) Test. at 27-28. The Texas Commission's Performance Measurements Modifications Order directs that PM 70 (Percentage of Trunk Blockage) be modified to encompass twenty days of data for each month, excluding weekends and holidays. AT&T claims that Southwestern Bell's reporting under the "official study week" approach reflected in the 1.6 version of PM 70 may not be representative of the blockage CLECs experienced throughout the month. AT&T's Fettig (Perf. Meas.) Test. at 27-28.

AT&T, however, presents no evidence on the matter, and the FCC is clear that such unsupported allegations in this context should be flatly rejected: "In the future, if competitive LECs allege that blocking is occurring on outgoing calls from the competitive LEC network to the BOC network, and that such blockage is not being captured by the state-approved performance measure, then competitive LECs should provide evidence, such as reliable performance data, along with a showing of why the BOC is responsible for the blockage." Texas Order ¶ 69; see also AT&T Corp., 220 F.3d at 628 (rejecting AT&T's suggestion that "attributing [hot cut] outages of unknown origin to Bell Atlantic follow[s] automatically from the proposition that the company has the burden of proof"). In any case, Southwestern Bell claims that the possible future revision should not materially alter Southwestern Bell's long-term results reported under the 1.6 version of PM 70, which reflects long-accepted industry practice. SWBT's Dysart Rebuttal Test. at 26. As explained above, the percentage of blocked outgoing calls on dedicated interconnection trunks from Southwestern Bell central offices and tandem switches has been far below the 1-percent benchmark in each of the last six months. The Commission finds that the 1 percent benchmark is consistent with the 1.6 performance measures and will not ignore this data simply because the measurement has been recently modified in Texas.[29]

AT&T questions Southwestern Bell's policies regarding points of interconnection. See AT&T's Fettig (Interconn.) Test. In light of paragraph 78 of the recently issued Texas Order,

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15 FCC Rcd 3953, 3971, ¶ 44 (1999) ("New York Order")) (alterations in original); see also 47 C.F.R. § 51.305(a)(3).

[29] AT&T also claims that an incumbent's performance should be measured CLEC-by-CLEC, rather than in the aggregate. AT&T's Fettig (Perf. Meas.) Test. At 26-27 (complaining that Southwestern Bell's AT&T-specific performance violated the benchmark for PM 70-02). Like the FCC, we reject this contention. See Texas Order ¶ 69 n.142 (holding that one CLEC's experience regarding trunk blockage "do[es] not disprove the submitted data showing that SWBT met the benchmark on the trunk blocking performance measure (PM 70)"); cf. AT&T Corp., 220 F.3d at 624 (upholding FCC's determination that BOC's compliance with checklist item (iv) (unbundled local loops) should be determined in aggregate rather than on loop-by-loop basis).

Southwestern Bell has agreed to add to the O2A (in new section 1.3 of Attachment 11: Network Interconnection Architecture) the option for a CLEC to interconnect at a single, technically feasible point within the LATA, tailored to meet the CLEC's need. See SWBT's Sparks Rebuttal Test. at 15-16. The language of the additional clause is based upon that which the FCC approved in the Texas Order ¶ 78 n.174. AT&T argued that Southwestern Bell's proposed Attachment 11: Network Interconnection Architecture of the O2A, improperly shifts the costs of transport and termination on to the CLEC, in violation of the federal Act. The Commission finds that AT&T's concerns have merit and directs that Southwestern Bell's Attachment 11 be replaced with the Attachment 11 proposed by AT&T as Attachment 3 to its Comments on the O2A (Ex. 60c). The Commission finds that this O2A provision, as amended, fully complies with the FCC's single point of interconnection requirement.[30]

Finally, AT&T contends that CLEC options to maintain and repair virtually collocated equipment are inconsistent with FCC requirements. AT&T Comments at 17-18. AT&T, however, fails to identify any such FCC requirement, and the FCC has clearly explained that the opposite is true: In "a virtual collocation arrangement, . . . the equipment is under the physical control of the incumbent LEC, and the incumbent is responsible for installing, maintaining, and repairing the competing provider's equipment." First Report and Order and Further Notice of Proposed Rulemaking, Deployment of Wireline Services Offering Advanced Telecommunications Capability, 14 FCC Rcd 4761, 4771, ¶ 19 n.27 (1999) ("Collocation & Advanced Services Order"). In response to AT&T's request for clarification regarding the applicability of Southwestern Bell Collocation tariff, AT&T's comments at 18, Southwestern Bell clarified that in accordance with this Commission's Order No. 440764 in Docket No. PUD 200000169, SWBT is currently offering both physical and virtual collocation under the Texas Collocation tariffs, on an interim basis and subject to true-up, and will continue to do so pending this Commission's final determination on permanent rates, terms and conditions on the physical and virtual Collocation tariffs filed by SWBT in Docket No. PUD 200000249. See Hearing tr., Sept. 19, 2000, p. 85. The Commission is concerned that an interim rate which is subject to true-up has the potential for impairing the business plans of a CLEC that desires to enter the local exchange market; due to the uncertainty of the costs they must use to make investment decisions. Therefore, in order to encourage Southwestern Bell to expeditiously seek a permanent rate for physical and virtual collocation, the Commission finds that any true-up requirements for an interim rate shall not exceed a 6 month period of time beyond the date of this Order. To the extent that Southwestern Bell believes the Texas collocation rates are inadequate in Oklahoma,

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[30] WorldCom proposes that wording in the O2A, Attachment 11-Appendix network Interconnection methods, and Appendix Interconnection Trunking Requirements, be amended in various ways. WorldCom Comments at 36-46. Because WorldCom nowhere identifies any statutory, FCC, or OCC requirement that is inconsistent with the O2A, we decline to engage in a line-by-line amendment. We note additionally that certain language to which WorldCom objects has been approved by the FCC or the Texas Commission (or recommended for approval by the staff of the Kansas Corporation Commission), see SWBT's Deere Rebuttal Test. At 7-13. Moreover, neither WorldCom nor any other carrier is required to take the O2A either in part or in its entirety; rather, a CLEC is free to netogiate (and to arbitrate, if necessary) its own agreement with Southwestern Bell outside the O2A. As the Texas Commission has noted, "the T2A was not designed as a 'one size fits all' document with sufficient detail to address each and every carrier's unique business plan." Arbitration Award, Docket No. 21791 (Tex. PUC Mar. 26, 2000).

ATTACHMENT 3

to the

DECLARATION OF EVA FETTIG
ON BEHALF OF
AT&T COMMUNICATIONS OF THE SOUTHWEST, INC.

ATTACHMENT 11: PHYSICAL NETWORK INTERCONNECTION

This Attachment 11, Parts A, B and C describes the physical network interconnection of TCG and SWBT for interconnection of their networks for the transmission and routing of Exchange Service and jointly provided Switched Access service, including ordering, signaling, and maintenance.

PART A: INTERCONNECTION POINTS

1.0 For the purpose of accessing UNEs provided by SWBT, SWBT shall permit TCG to interconnect with SWBT at any technically feasible point, including tandems, end offices, designated points of interface (facility or switch) or customer premises. Nothing in this Attachment 11 shall limit TCG's right to interconnect with SWBT for access to UNEs.

2.0 For the purpose of receiving Exchange Service Interconnection Traffic ("ESIT"), Transit Traffic and Meet Point Traffic (collectively "I-Traffic") from the other party, the parties shall mutually agree to the quantity and location of interconnection points ("IPs") that each party will establish within each respective LATA. Both Parties shall have an equal number of IPs. The IP locations of one Party may be exactly the same, partially the same or completely different than the IP locations of the other Party.

2.1 In the event that the parties cannot reach mutual agreement as to the quantity of IPs, the default shall be the quantity of SWBT tandems or TCG tandems within the LATA, whichever is greater.

2.2 In the event that the parties cannot reach mutual agreement as to the location of IPs, the default shall be the location of each Party's tandem switches.

2.3 For purposes of this Section 2, every TCG switch is deemed to be a tandem switch.

2.4 Following the establishment of the quantity and location of IPs, each Party shall specify to the other Party the IP associated with each switch it operates. The sending Party agrees to terminate its I-Traffic to the IP specified by the receiving Party or, when mutually agreed to, a secondary IP identified in any jointly-developed trunk service plans.

2.5 The Parties will work cooperatively to establish the most efficient trunking network in accordance with the provisions set forth in this Agreement and accepted industry practices.

2.6 Each party will be responsible for engineering its network (i.e., the underlying facilities on which trunks are provisioned) on its side of the IP.

PART B: INTERCONNECTION ARCHITECTURE

1.0 The Parties shall interconnect their networks utilizing one of the following methods in accordance with the provisions set forth in this Part B:

1.1 Interconnection by one Party at the premises of the other Party.

1.1.1 SWBT shall provide collocation to TCG pursuant to the terms set forth in Attachment 13, Appendix Collocation of this Agreement. TCG may, at its option, purchase such collocation at the rates, terms, and conditions set forth in this Agreement or any applicable tariff of SWBT in effect at the time such services are purchased. In the event of any conflict between the terms and conditions of this Agreement and the terms and conditions of the tariff, this Agreement shall control.

1.1.2 TCG, at its sole discretion, may permit SWBT to utilize space and power in TCG facilities specified by TCG solely for the purpose of terminating I-Traffic. SWBT may request installation of both cable and equipment, or cable only. The pricing, terms and conditions of such arrangement shall be pursuant the terms set forth below in Part G, Space License. The charges under the Space License are for the use of TCG space and power, not for facilities, trunks, cross connection or ports.

1.2 Intentionally left blank.

1.3 Leased Facilities – where the Party requesting interconnection utilizes the facilities offered by the other Party. Such leased facilities shall be provided at the rates, terms, and conditions set forth in the providing party's applicable tariff in effect at the time such services are leased, to the extent such tariff is not inconsistent with the terms of this Agreement and with applicable law.

1.4 Third Party Facilities – where the Party requesting interconnection utilizes the facilities provided by a source other than the Parties to this agreement. The Party utilizing this option shall comply with industry standards to maintain network integrity and will be solely responsible for any charges or fees assessed by the third party for use of its facilities.

1.5 Commercial Intra-building Interconnection – where both Parties have constructed broadband facilities into a commercial building (i.e., a building that is not a telephone central office) and agree to establish an IP at such location utilizing intra-building cable.

1.6 Mid-Span Fiber Interconnection – subject to the mutual agreement of the parties, interconnection of each Party's fiber cable at a location where the parties have jointly established an IP. Each party shall bear its own costs to install and operate the facilities on its side of the IP.

1.6.1 The parties will work cooperatively in the selection of compatible transmission equipment.

1.6.2 The parties will work cooperatively to establish joint access to transmission overhead signals and commands for such facilities.

1.6.3 Subject to Part C, Section 1, Mid-Span Fiber Interconnection trunks may be one-way or two-way.

1.7 Any other method determined to be technically feasible and requested by TCG.

2.0 The Parties will convert all existing I-Traffic interconnection arrangements and trunks to the interconnection arrangements described in this Agreement in accordance with the following:

2.1 Within forty five (45) days of the Effective Date, the Parties will mutually develop an operations plan based on sound engineering and operations principles, which will specify the guidelines to convert from the existing interconnection arrangements to the to the interconnection arrangements described in this Agreement. Such guidelines will conform to standard industry practices adopted by and contained in documents published by Industry Forums, including but not limited to, the Alliance for Telecommunications Industry Solutions (ATIS) and the Ordering and Billing Forum (OBF).

2.2 Each Party shall bear its own costs to convert from the existing interconnection arrangements to the interconnection arrangements described in this Agreement.

2.3 Unless otherwise mutually agreed, the Parties will complete the conversion within one (1) year of the Effective Date of the Agreement.

2.4 If, following one (1) year after the Effective Date of the Agreement, there exists any I-Traffic trunks which have not been converted to the interconnection arrangements described in this Agreement, then either Party may elect to initiate an Alternative Dispute Resolution proceeding, pursuant to Section 9.0 of the General Terms & Conditions of this Agreement, to require the other party to complete such conversion and obtain per-deim liquidated damages of $20 per trunk from the other Party for each I-Traffic trunk that remains under the former interconnection arrangement due to the fault of the other Party.

3.0 With respect to Meet Point Traffic, the Parties shall establish separate Meet Point Traffic trunk groups from other I-Traffic trunk groups in accordance with the following:

3.1 Either Party can provide the tandem transport and switching functions and either Party may use Meet Point Traffic trunk groups to send and receive Feature Group B and D ("FGB" and "FGD") calls from Switched Access customers who are connected to the other Party's access tandem. If it so elects, the Switched Access customer may direct

which Party will provide each function based on Access Service Requests ("ASRs") placed with both Parties.

3.2 Two-way Meet Point Traffic trunks will be established, separate from ESIT and Transit trunk groups, by the Parties in GR-394-CORE format to jointly provide Switched Access services under this Section 3. Neither party will charge the other party for the facilities, including multiplexing and cross connects. The Parties will agree to the allocation of revenues from such Switched Access services in accordance with MECOD/MECAB guidelines.

3.3 At TCG's request, one-way Meet Point Traffic trunks will be established by the Parties to enable TCG to deliver undipped 8YY traffic from TCG Customers to the LEC SSP for dipping in the Industry Toll Free Data Base. All originating toll free service calls for which TCG requests that SWBT perform the SSP function (e.g., perform the database query) shall be delivered to SWBT, using an agreed upon signaling format. This can be either GR-394-CORE format with Carrier Code "0110" and Circuit Code of "08" or GR-317-CORE format. Charges for dipping and transport to the IXC will be billed in accordance with MECOD/MECAB guidelines.

3.4 In the case of Switched Access Services provided through either Party's access tandem, the Party providing the access tandem transit will have no responsibility for ensuring that the Switched Access Service customer will accept or pay for the traffic.

3.5 The tandem Party in meet point trunking arrangements shall direct traffic received from Switched Access customers directly to the other Party's end office serving the called party where such connection exists and is available. Where no such end office connection exists or is available, traffic received from Switched Access customers in all cases shall be sent to the other Party's tandem that is subtended by such end office.

3.6 The Parties agree to cooperate in determining the future technical feasibility of routing originating meet point billing traffic via a tandem of one Party and a tandem of the other Party for the purpose of delivering such traffic to the Switched Access customer. If such an arrangement is found to be technically feasible, the Parties will cooperate in implementing the arrangement, including the adoption of appropriate compensation terms.

3.7 The Parties will exchange SS7 signaling messages with one another, where and as available. The Parties will provide all line information signaling parameters including, but not limited to, Calling Party Number, Charge Number (if it is different from calling party number), and originating line information ("OLI"). For terminating FGD, either Party will pass any CPN it receives from other carriers. All privacy indicators will be honored. Where available, network signaling information such as Transit Network Selection ("TNS") parameter (SS7 environment) will be provided by the end office Party wherever such information is needed for call routing or billing. Where TNS information has not been provided by the end office Party, the tandem Party will route originating

Switched Access traffic to the IXC using available translations. The Parties will follow all industry Ordering and Billing Forum (OBF) adopted guidelines pertaining to TNS codes.

4.0 The Parties will use the following interconnection standards:

4.1 The Parties agree to establish Binary 8 Zero Sum Extended Super Frame ("B8ZS ESF") line protocol, where technically feasible.

4.2 In those cases where either Party's equipment will not support 64K Clear Channel Capability ("CCC"), the Parties agree to establish AMI line coding. Any AMI line coding will be Superframe formatted. DS3 facilities will be provisioned with C-bit parity.

4.3 Where additional equipment is required, such equipment shall be obtained, engineered, and installed to support 64K CCC trunks.

4.4 All interconnection facilities between the Parties will be sized according to mutual forecasts developed per the requirements of Part F (Forecasting) and sound engineering practices.

4.5 Interconnection will be provided, subject to the operations plan described in Part B, Section 2, utilizing either a DS1 or DS3 interface or, with the mutual agreement of the Parties, another technically feasible interface (e.g., STS-1).

PART C: TRUNK ARRANGEMENTS

1.0 ESIT and Transit Traffic trunk groups will be provisioned to carry combined local and intraLATA traffic. Unless the parties mutually agree otherwise, ESIT and Transit Traffic trunk groups shall be one-way terminating trunks.

2.0 Two-way Meet Point Traffic trunk groups will be established, separate from ESIT and Transit trunk groups, pursuant to Part B, Section 3.2 to carry Switched Access traffic for third-party IXC customers.

3.0 The Party receiving I-Traffic will determine trunk routing for I-Traffic it receives from the other Party. The Party receiving I-Traffic will send the other Party a Trunk Group Service Request ("TGSR") to (1) groom out trunks to one or more alternative switches and (2) if customer order activity warrants, augment certain trunk groups. Upon receipt of a TGSR from the Party receiving I-Traffic, the sending Party agrees to promptly groom out or augment, as applicable, trunk groups in accordance with such TGSRs.

4.0 The Parties will work cooperatively to assure that reasonable diversity is achieved among the trunk groups between each Party's switches within each LATA.

5.0 All originating toll free service calls for which the end office Party performs the SSP function, if delivered to the tandem Party, shall be delivered by the end office Party using GR-394 CORE format for IXC bound calls, or using GR-317-CORE format for LEC bound calls.

6.0 Originating Feature Group B calls delivered to either Party's tandem shall use GR-317-CORE signaling format unless the associated FGB carrier employs GR-394-CORE signaling for its FGB traffic at the serving access tandem.

7.0 The Parties shall deliver over any I-Traffic trunk groups groomed for a specific access tandem only traffic destined for those publicly-dialable NPA NXX codes served by: (1) end offices that directly subtend the access tandem; (2) other SWBT end offices that do not normally subtend such tandem, for which calls are routed to that end office on an alternate routing basis; and (3) those providers (including, but not limited to CMRS providers, other independent LECs, and CLECs) that directly connect to the access tandem. With respect to Subsection (2) of this Section 7, SWBT will provide to TCG its alternate routing scheme.

8.0 The Parties shall deliver over any I-Traffic trunk groups groomed for a specific end office only traffic destined for those publicly-dialable NPA NXX codes served by that end office, unless otherwise agreed to by the Parties.

9.0 The source for the routing information for all traffic shall be the LERG, unless otherwise agreed to between the Parties.

10.0 Where either Party delivers over the ESIT trunk groups miscellaneous calls (i.e., time, weather, 976, Mass Calling Codes) destined for the other Party, it shall deliver such traffic in accordance with the serving arrangements defined in the LERG. Billing for these calls will be as defined in Attachment 12 of this Agreement.

11.0 The Parties will cooperate to establish separate, choke trunk groups for the completion of calls to customers such as radio contest lines.

12.0 N11 codes (e.g., 411, 611, 911) shall not be sent between the Parties' networks over the I-Traffic trunk groups. Where applicable (e.g., 911), separate trunk groups will be established to carry traffic associated with such codes.

13.0 Each Party shall establish procedures whereby its operator bureau will coordinate with the operator bureau of the other Party in order to provide BLV/BLVI services on calls between their respective line side end users. BLV and BLVI inquiries between operator bureaus shall be routed over the ESIT trunk groups(s) using network-routable access codes published in the LERG.

14.0 The Parties shall share responsibility for all Control Office functions for interconnection trunks and trunk groups; and both Parties shall share the overall coordination, installation, and maintenance responsibilities for these trunks and trunk groups as more fully described in Part E (Network Maintenance and Management). The end office Party is responsible for all Control Office functions for the Meet Point Trunk Groups, and shall be responsible for the overall coordination, installation, and maintenance responsibilities for those trunks and trunk groups as more fully described in Part E (Network Maintenance and Management).

15.0 The Parties will implement trouble and testing procedures in accordance with the terms set forth in Part E (Network Maintenance and Management).

16.0 The technical and operational interfaces and procedures to be followed by the Parties are set forth in Part E (Network Maintenance and Management).

17.0 The Parties shall establish joint forecasting responsibilities for traffic utilization over trunk groups. Intercompany forecast information will be provided by the Parties to each in the frequency and format set forth in Part F (Forecasting).

18.0 A blocking standard of one half of one percent (.005) shall be maintained during the average busy hour for final trunk groups carrying jointly provided Switched Access traffic between an end office and an access tandem. All other final trunk groups are to be engineered with a blocking standard of one percent (.01). To ensure that blocking standards are being met, SWBT agrees to provide upon request of TCG, the following information on all trunks, regardless of the type of traffic being transported:

18.1 the percentage of trunk groups blocked by route in SWBT's network,

18.2 traffic usage data (including, but not limited to, usage, peg and overflow counts) for each TCG NXX subtending SWBT tandem to determine which TCG traffic by NXX is being blocked, and

18.3 the point(s) behind the tandem in SWBT's network where the blocking is occurring.

19.0 The Parties agree to jointly manage the capacity of I-Traffic trunk groups by developing and implementing engineering guidelines which will encourage the economic deployment of increasingly robust and diverse interconnection between their networks. The Parties agree that these guidelines, when developed, will form the basis for creation of additional trunking.

ATTACHMENT 11: PART D - SIGNALING AND SIGNALING SYSTEM 7 (SS7) NETWORK INTERCONNECTION

1.0 Signaling

1.1 SWBT's Common Channel Signaling Access Service (CCSAS) allows interconnected carriers to exchange signaling information over a communications path that is separate from the message path.

1.1.1 The transport portion of CCSAS, commonly referred to as a signaling link, is provided via dedicated 56 kbps or higher out of band signaling connections between the TCG signaling point of interconnection (SPOI) and SWBT's Signaling Transfer Point (STP).

1.1.2 The network termination point where this interconnection takes place is called the STP port termination.

1.1.3 Charges for signaling links and the STP port termination can be found in Appendix Pricing-UNE/Schedule of Prices of this Agreement.

1.2 Each CCSAS signaling connection provides for two-way digital transmission at speeds of 56 kbps or higher. The connection to SWBT's STP pair can be made from either TCG's signaling point (SP), which requires a minimum of two links, or from TCG's STP pair, which requires a minimum of four links.

1.3 SS7 Interconnection will take place at STP locations that are mutually agreed to by the Parties.

1.4 The Parties will provide Common Control Signaling (CCS) to one another, where and as available, in conjunction with all local traffic, toll traffic, meet point billing traffic, and transit traffic. The Parties will cooperate on the exchange of Transaction Capabilities Application Part (TCAP) messages to facilitate interoperability of CCS-based features between their respective networks, including all CLASS features and functions, to the extent each Party offers such features and functions to its subscribers. All CCS parameters will be provided upon request (where available), including called party number, Calling Party Number (CPN), Originating Line Information (OLI), calling party category, and Charge Number. All privacy indicators will be honored. The Parties will follow all relevant OBF adopted standards pertaining to CIC/OZZ codes.

1.5 Where CCS is not available, in-band multi-frequency (MF) wink start signaling will be provided. In such an arrangement, each Party will outpulse the full ten-digit telephone number of the called party to the other Party with appropriate call set-up and Automatic Number Identification (ANI) where available, at parity.

1.6 The Parties will provide CCS to one another, where and as available, in conjunction with access to call related databases and Service Control Points (SCPs), including toll free

databases, Line Information Database (LIDB), Calling Name (CNAM), and any other necessary databases.

1.7 When the Parties establish new links subject to the terms and conditions in Section 4 of this Part D, each Party shall provide its own STP port termination(s) and charge the other Party for the signaling links as follows

1.7.1 Where the SPOI for the signaling link is at a Mid Point Meet, there shall be no compensation between the Parties for the signaling link facilities used.

1.7.2 Where the SPOI for the signaling link facilities is located at the SWBT Wire Center where the signaling link facilities terminates and TCG has furnished the interconnection facility, SWBT will pay a monthly charge equal to one half of the TCG-provided facility charge according to SWBT's unbundled rate element for the facility used.

1.7.3 Where the SPOI for the signaling link facilities is located at the TCG Wire Center where the signaling link facilities terminate and SWBT has furnished the interconnection facility, TCG will pay a monthly charge equal to one half of the SWBT-provided facility charge according to SWBT's unbundled rate element for the facility used.

1.8 Each party is responsible for all facility maintenance and provisioning on its side of the SPOI.

1.9 Implementation of new interconnection arrangements (as opposed to augmentation of existing arrangements) will include testing consistent with industry standards. Testing of SS7 interconnection shall include completion of all tests described in CCS Network Interconnection Testing documents defined by the Internetwork Interoperability Test Plan (IITP).

2.0 Message Screening

2.1 SWBT shall set message screening parameters so as to accept messages from TCG local or tandem switching systems destined to any signaling point in SWBT's SS7 network or any network interconnected to SWBT's SS7 network with which the TCG switching system has a legitimate signaling relationship.

2.2 SWBT shall set message screening parameters so as to accept messages destined to/from a TCG local or tandem switching system or to/from a TCG Service Control Point (SCP) from any signaling point or network interconnected to the SWBT SS7 network with which the TCG switching system has a legitimate signaling relationship.

3.0 STP Requirements

3.1 SWBT shall provide Message Transfer Part (MTP) and Signaling Connection Control Point (SCCP) protocol interfaces in accordance with sections relevant to the MTP or SCCP in the following specifications:

3.1.1 Bellcore GR-905-CORE, Issue 1 [or its successor(s)] Common Channel Signaling Network Interface Specification (CCSNIS) Supporting Network Interconnection(SNI), MTP, and Integrated Services Digital Network User Part (ISDNUP).

4.0 SS7 Network Interconnection

4.1 SS7 Network Interconnection (see Figure 3 below) is the interconnection of TCG Signaling Transfer Points (STPs) and TCG local or tandem switching systems with SWBT's STPs. This interconnection provides connectivity that enables the exchange of SS7 messages among SWBT switching systems and databases (DBs), TCG local or tandem switching systems and other third-party switching systems directly connected to SWBT's SS7 network.

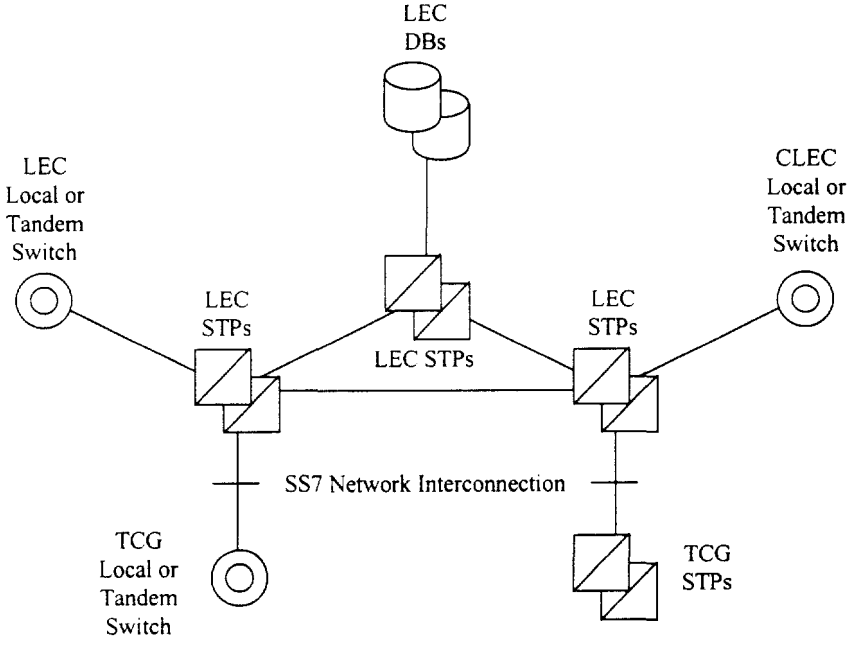

FIGURE 3. SS7 NETWORK INTERCONNECTION

4.2 SS7 Network Interconnection shall provide connectivity to all components of SWBT's SS7 network. These include:

4.2.1 SWBT local or tandem switching systems;

4.2.2 SWBT DBs; and

4.2.3 Other third-party local or tandem switching systems.

4.3 The connectivity provided by SS7 Network Interconnection shall fully support the functions of SWBT switching systems and DBs and TCG or other third-party switching systems with direct access to SWBT's SS7 network.

4.4 In particular Figure 4 depicts a circumstance where SS7 Network Interconnection shall provide transport for certain types of TCAP messages. If traffic is routed based on dialed or translated digits between a TCG local switching system and a SWBT or other third-party local switching system, either directly or via a SWBT tandem switching system, then it is a requirement that SWBT's SS7 network convey via SS7 Network Interconnection the TCAP messages that are necessary to provide Call Management services (Automatic callback, Automatic Recall, and Screening List Editing) between the TCG local STPs and the SWBT or other third-party local switch.

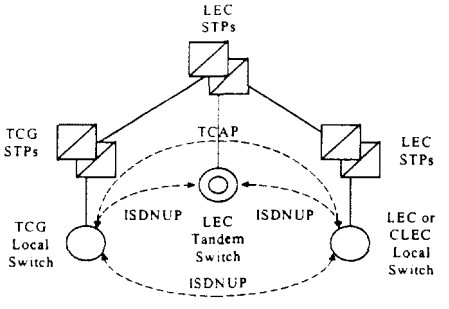

FIGURE 4. INTERSWITCH TCAP SIGNALING FOR SS7 NETWORK INTERCONNECTION

4.5 When the capability to route messages based on Intermediate Signaling Network Identifier (ISNI) is generally available on SWBT STPs, SWBT's SS7 Network shall also convey TCAP messages using SS7 Network Interconnection in similar circumstances where the SWBT switch routes traffic based on a Carrier Identification Code (CIC).

4.6 SWBT shall offer the following SS7 Network Interconnection options to connect TCG or TCG-designated local or tandem switching systems or STPs to SWBT's SS7 network:

4.6.1 A-link interface from TCG local or tandem switching systems; and

4.6.2 D-link interface from TCG STPs.

4.7 Each interface shall be provided by one or more sets (layers) of signaling links, as follows:

4.7.1 An A-link layer shall consist of two links, as depicted in Figure 5.

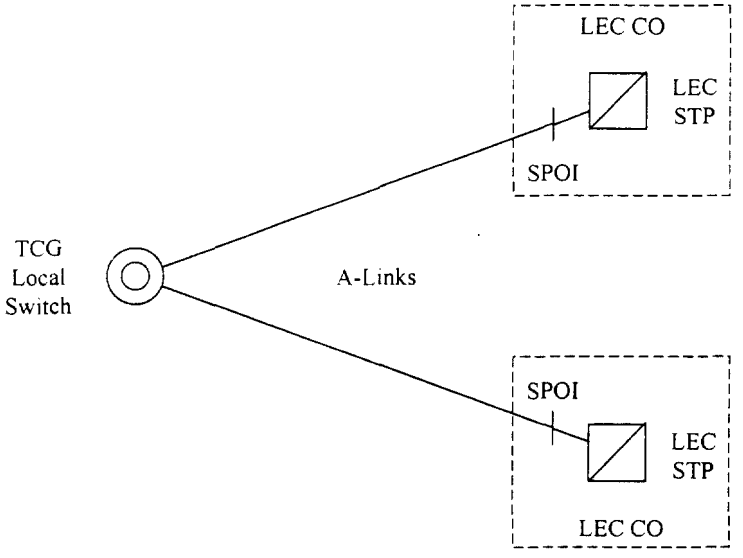

FIGURE 5. A-LINK INTERFACE

4.7.2 A D-link layer shall consist of four links, as depicted in Figure 6.

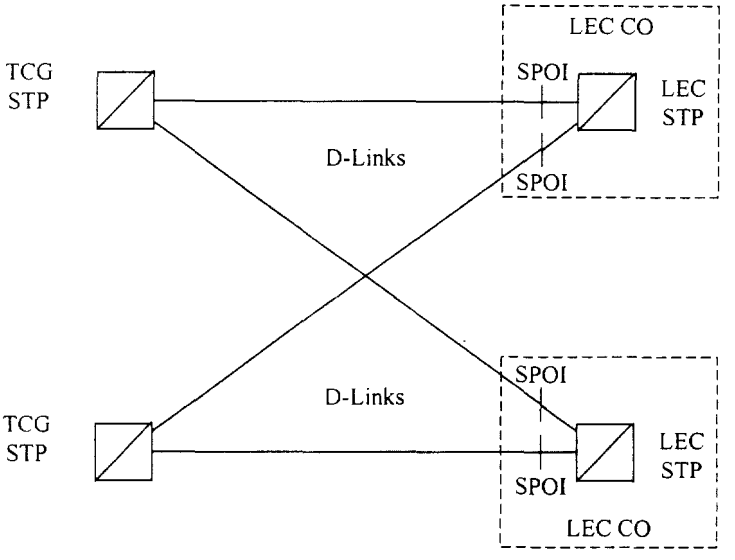

FIGURE 6. D-LINK INTERFACE

4.8 The Signaling Point of Interconnection (SPOI) for each link shall be located at a cross-connect element, such as a DSX-1. There shall be a DS1 or higher rate transport interface at each of the SPOIs. Each signaling link shall appear as a DS0, or DS1 channel within the DS1 or higher rate interface. SWBT shall offer DS1 rate signaling links for interconnecting TCG local switching systems or STPs with SWBT STPs as soon as these become approved ANSI standards and available capabilities of SWBT STPs.

4.9 The Parties agree to implement intraoffice diversity for the signaling links so that no single failure of intraoffice facilities or equipment shall cause the failure of any two links in a layer connecting to an SWBT STP.

4.10 SWBT shall set message screening parameters to block or accept messages from TCG local or tandem switching systems destined to any signaling point in SWBT's SS7 network with which the TCG switching system has a legitimate signaling relation.

ATTACHMENT 11: PART E - NETWORK MAINTENANCE AND MANAGEMENT

1.0 The Parties will work cooperatively to install and maintain a reliable network. TCG and SWBT will exchange appropriate information (*e.g.*, maintenance contact numbers, escalation procedures, network information, information required to comply with law enforcement and other security agencies of the Government) to achieve this desired reliability. In addition, the Parties will work cooperatively to apply sound network management principles to alleviate or to prevent congestion.

2.0 Each Party recognizes a responsibility to follow the standards that may be agreed to between the Parties and to employ characteristics and methods of operation that will not interfere with or impair the service or any facilities of the other or any third parties connected with or involved directly in the network of the other.

3.0 **Outage Repair Standard**

In the event of an outage or trouble in any arrangement, facility, or service being provided by SWBT hereunder, SWBT will follow procedures for isolating and clearing the outage or trouble that are no less favorable than those that apply to comparable arrangements, facilities, or services being provided by SWBT to itself or any subsidiary, Affiliate or any other carrier whose network is connected to that of SWBT. TCG and SWBT may agree to modify those procedures from time to time based on their experience with comparable Interconnection arrangements with other carriers.

4.0 **Notice of Changes Section 251(c)(5)**

If SWBT makes a change in the information necessary for the transmission and routing of services using SWBT's network, or any other change in its network which it believes will materially affect the interoperability of its network with TCG's network, SWBT shall provide at least ninety (90) days advance written notice of such change to TCG, and shall use all reasonable efforts to provide at least one hundred eighty (180) days notice where practicable; provided, however, that if a longer period of notice is required by the FCC's or Commission's rules, including, e.g., the Network Disclosure rules set forth in the FCC Regulations, SWBT will comply with such rules.

5.0 **Joint Network Implementation and Grooming Process**

TCG and SWBT shall jointly develop an implementation and grooming process which shall define and detail, inter alia,

5.1 standards to ensure that Interconnection trunk groups experience a grade of service, availability and quality which is comparable to that achieved on interoffice trunks within SWBT's network and in accord with all appropriate relevant industry-accepted quality,

reliability and availability standards. Trunks provided by either Party for Interconnection services will be engineered using an average busy hour design blocking objective of B.01;

5.2 the respective duties and responsibilities of the Parties with respect to the administration and maintenance of the trunk groups, including, but not limited to, standards and procedures for notification and discoveries of trunk disconnects;

5.3 disaster recovery provision escalations;

5.4 migration from one-way to two-way Interconnection Trunks upon mutual agreement of the Parties;

5.5 the procedures to govern any TCG request for information concerning available SWBT network facilities or unbundled Network Elements; and

5.6 additional technically feasible and geographically relevant IPs or methods of Interconnection; and

5.7 such other matters as the Parties may agree, including, e.g., End Office to End Office high usage trunks as good engineering practices may dictate.

6.0 **Installation, Maintenance, Testing and Repair**

Interconnection shall be equal in quality to that provided by SWBT to itself or any subsidiary, Affiliate, or third party. For purposes of this section, "equal in quality" means the same or equivalent interface specifications, provisioning, installation, maintenance, testing and repair intervals for the same or equivalent services. If SWBT is at any time unable to fulfill its obligations under this Section 6, it shall notify TCG of its inability to do so and will negotiate alternative intervals in good faith. SWBT shall provide TCG with the same scheduled and non-scheduled maintenance, including, without limitation, required and recommended maintenance intervals and procedures, for all services, including Interconnection and Network Elements, provided to TCG under this Agreement that it currently provides for the maintenance of its own network. SWBT shall provide TCG at least sixty (60) days' advance notice of any scheduled maintenance activity which may impact TCG's customers. Scheduled maintenance shall include, without limitation, such activities as, switch software retrofits, power tests, major equipment replacements and cable rolls. Plans for scheduled maintenance shall include, at a minimum, the following information: location and type of facilities, specific work to be performed, date and time work is scheduled to commence, work schedule to be followed, date and time work is scheduled to be completed, estimated number of work-hours for completion.

6.1 Each Party will be expected to provide sufficient cooperative testing resources to ensure proper provisioning, including the ability to confirm that TCG LERG-assigned NPA NXX codes have been opened, translated and routed accurately in all appropriate SWBT

switches. A mutually agreed test calling plan shall be conducted to ensure successful completion of originating and terminating calls.

6.2 The Parties will coordinate continuity testing to ensure that signals are passed for access and egress.

7.0 **Trunk Servicing**

7.1 Orders from one of the Parties to the other to establish, add, change or disconnect trunks shall be processed by use of an Access Service Request (ASR), or other industry standard form for local service ordering, transmitted using an electronic ordering interface. The Parties agree to cooperate in the establishment, testing and implementation of such an electronic interface to exchange orders.

7.2 Both Parties will manage the capacity of their interconnection trunk groups. SWBT will issue an ASR to TCG to trigger changes SWBT desires to the SWBT interconnection trunk groups based on SWBT's capacity assessment. TCG will issue an ASR to SWBT to trigger changes TCG desires to the TCG interconnection trunk groups based on TCG's capacity assessment.

7.2.1 Either Party may issue a TGSR to the other Party to trigger changes it desires to the interconnection trunk groups based on its capacity assessment. The Party receiving the TGSR will, within five (5) business days, respond with an ASR or an explanation of why it believes an ASR is inappropriate.

7.2.2 The Party submitting an ASR will provide complete and accurate tie down inventory assignments, in typical industry bay, panel and jack format, or in such other format as the Parties agree, on each order. Additional tie down information, such as span information, may be required when applicable.

7.2.3 The Parties will prepare ASRs pursuant to the Industry Standard Guidelines of the OBF. When submitting an ASR, SWBT will identify TCG's end office or virtual end office in the SEC LOC field of the ASR form.

7.2.4 The Party provisioning the ASR will assign to the requesting Party a location code expressed in CLLI code format that will appear in the Access Customer Terminal Location Field of the ASR.

7.3 The standard interval used for the provisioning of additions to local interconnection trunk groups shall be no greater than ten (10) business days, for orders of fewer than ninety-six (96) DS-0 trunks. Other orders shall be determined on an individual case basis. Where feasible, SWBT will expedite installation, upon TCG's request.

7.4 Orders that comprise a major project that directly impacts the other Party may be submitted at the same time, and their implementation shall be jointly planned and coordinated. If orders that are component pieces of a major project are submitted after

project implementation has been jointly planned and coordinated, they shall be submitted with a major project reference. Major projects are those that require the coordination and execution of multiple orders or related activities between and among SWBT and TCG work groups, including, but not limited to, the initial establishment of local interconnection or meet point trunk groups, extending service into a new area, NXX code moves, facility grooming, or network rearrangements. Several orders submitted at one time may not be classified as a major project hereunder without the consent of the submitting Party. Each Party will identify a single point of contact that will be responsible for overall coordination and management of a major project through an agreed completion point.

7.5 As provided herein, TCG and SWBT agree to exchange escalation lists which reflect contact personnel including vice president-level officers. These lists shall include name, department, title, phone number, and fax number for each person. TCG and SWBT agree to exchange an up-to-date list promptly following changes in personnel or information.

8.0 Network Management

8.1 Protective Protocols -- Either Party may use protective network traffic management controls such as 7-digit and 10-digit code gaps on traffic toward the other Party's network, when required to protect the public switched network from congestion due to facility failures, switch congestion or failure, or focused overload. TCG and SWBT will immediately notify each other of any protective control action planned or executed.

8.2 Expansive Protocols -- Where the capability exists, originating or terminating traffic reroutes may be implemented by either Party to temporarily relieve network congestion due to facility failures or abnormal calling patterns. Reroutes will not be used to circumvent normal trunk servicing. Expansive controls will only be used when mutually agreed to by the Parties.

8.3 Mass Calling – TCG and SWBT shall cooperate and share pre-planning information, where available, regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes, to prevent or mitigate the impact of these events on the public switched network.

8.4 High Volume Calling Trunk Groups – TCG and SWBT shall cooperate to establish separate trunk groups for the completion of calls to high volume customers such as radio station contest lines.

9.0 Interference or Impairment

Within three (3) business days of receipt of notification of blocking of traffic originated within the other Party's network, the Parties shall determine and implement reasonable corrective measures in a manner consistent with industry practices.

ATTACHMENT 11: PART G - SPACE LICENSE

1.0 TCG, at its sole discretion, may license SWBT to situate SWBT equipment in the TCG CO and to utilize TCG site support services in the TCG CO, such as power, heating, ventilation, air conditioning and security, for such Equipment, for the sole purpose of delivering I-Traffic to TCG for completion in accordance with Part B (Interconnection Architecture). Such licenses and site support services are referred to herein collectively as a "Space License." For the purposes of a Space License, "Equipment" means any powered device or unpowered apparatus used to provide telephony service.

2.0 The only allowable network interfaces under a Space License are DS1 and DS3.

3.0 Space Licenses are available at TCG's sole discretion and are further subject to the availability of space and site support services in each TCG CO. To establish a Space License, SWBT must complete and submit a questionnaire providing requested information to support new space and site support services or to provide additional capacity for existing arrangements.

3.1 Among the information to be provided in the questionnaire, SWBT must identify the quantity, manufacturer, type and model of any equipment to be installed; the quantity, type and specifications of any cable to be installed. The Equipment and cable installed in the TCG premises under a Space License are the "Licensed Facilities". The space in the TCG CO in which SWBT's Equipment is or is to be located is referred to herein as the "Equipment Space."

3.2 SWBT is responsible for the installation of Licensed Facilities in accordance with TCG's then current installation processes and procedures.

3.3 If SWBT desires to modify its request, prior to notification from TCG regarding availability, SWBT may do so by requesting that TCG cancel the original request providing a new questionnaire to TCG to process.

4.0 Following receipt of the questionnaire, TCG will determine whether there is sufficient TCG CO space and site support services to meet the request contained in SWBT's questionnaire. TCG will notify SWBT in writing whether there is sufficient TCG CO space available for each such request.

5.0 Upon receiving written notification of the availability of TCG CO space from TCG, SWBT will provide written verification that it still requires such TCG CO space. This written notification is SWBT's firm order for each TCG CO space requested, and will constitute an executed Space License under the terms of this Agreement.

6.0 The rates and charges payable by SWBT under this Space License are set forth in Appendix – Compensation.

7.0 TCG agrees to provide site support services as follows:

7.1 TCG will design, engineer, furnish, install, and maintain cable racks for SWBT's use.

7.2 TCG will design, engineer, furnish, install, and maintain a Battery Distribution Fuse Board (BDFB) from which TCG will supply DC power to SWBT.

7.3 TCG will provide common use convenience outlets (120V) as required for test equipment, etc. within Equipment Space.

7.4 TCG will maintain temperature and humidity conditions for the Equipment Space within substantially the same ranges that TCG maintains for its own similar equipment.

8.0 TCG will specify the location and dimensions of the Equipment Space and at its sole discretion will specify any physical or space separation requirements.

9.0 SWBT will use the Space Licenses for the sole purpose of delivering its I-Traffic to TCG, so that TCG may complete such calls in accordance with this Part II (Physical Network Interconnection). SWBT agrees not to make any other use of the Space Licenses without the advance written consent of TCG.

10.0 Upon reasonable advance notice and for the limited purpose of performing work for which SWBT is responsible under this Agreement, TCG licenses SWBT to enter and exit the Equipment Space through portions of the TCG CO as designated by TCG. Unless a service outage is occurring or appears to be imminent, SWBT shall perform its work in the TCG CO during regular business hours as designated from time to time by TCG.

11.0 SWBT shall either furnish to TCG, and keep current, a written list of all SWBT's employees and TCG approved contractor authorized to enter the Equipment Space, or provide a 24 hour local or toll free telephone number which TCG can use to verify the authority of such persons. SWBT shall also furnish to TCG, and keep current, samples of the identifying credentials to be carried by such persons. TCG will permit entry to the Equipment Space by persons named on such then-current lists or verified by means of the local or toll free telephone number, and bearing such identifying credentials. Notwithstanding any other provisions of this Agreement, SWBT hereby releases TCG, TCG's Affiliates and their officers, directors, employees, agents, contractors, and suppliers from liabilities arising from the acts or omissions of any such persons whom TCG has admitted in good faith to the TCG CO.

12.0 While in the TCG CO, employees of SWBT and its contractors must comply at all times with TCG's security and safety procedures and requirements. TCG may refuse entry to, or require the departure of, any person who is disorderly or who has failed to comply with TCG's procedures and requirements after being notified of them.

13.0 SWBT will be responsible for selecting its contractors and causing their compliance with

this Agreement.

14.0 Each party shall cause its employees and contractors to act in a careful and workmanlike manner to avoid damage to the other party's property and the property of others in and around TCG's CO.

15.0 SWBT's employees and contractors shall refrain from using any Licensed Facilities, equipment, tools, materials, or methods that, in TCG's sole judgment, might cause damage to or otherwise interfere with TCG's operations. TCG reserves the right to take any reasonable action to prevent potential harm to the services, personnel, or property of TCG (and its affiliates, vendors, and customers).

16.0 In addition to the Licensed Facilities, SWBT may bring into the Equipment Space the small tools and portable tests equipment needed for the work for which SWBT is responsible. SWBT will be responsible for the care and safeguarding of all such items. SWBT may not bring any other items into the TCG CO without TCG's prior written consent. In particular, and without limiting the foregoing, SWBT may not bring into the TCG CO any of the following: wet cell batteries, explosives, flammable liquids or gases, alcohol, controlled substances, weapons, cameras, tape recorders, and similar items.

17.0 TCG and its designees may inspect or observe the Equipment Space, the space designated by TCG for SWBT transmission cabling, the Licensed Facilities, and any work performed by or on behalf of SWBT in the TCG CO, at any time. If the Equipment Space is surrounded by a security enclosure, SWBT shall furnish TCG with all mechanisms and information needed for entry to the Equipment Space.

18.0 TCG and SWBT intend that the Licensed Facilities, whether or not physically affixed to the TCG CO, shall not be construed to be fixtures. SWBT (or the lessor of SWBT Equipment, if applicable) will report the Licensed Facilities as its personal property wherever required by applicable laws, and will pay all taxes levied upon the Licensed Facilities.

19.0 SWBT agrees not to sell, convey, or lease SWBT transmission cabling under any circumstances, except for a conveyance of SWBT transmission cabling to TCG upon termination of the applicable Space License. SWBT further agrees not to cause, suffer, or permit SWBT transmission cabling to become encumbered by a lien, trust, pledge, or security interest as a result of rights granted by SWBT or any act or omission of SWBT. If SWBT transmission cabling becomes so encumbered, SWBT agrees to discharge the obligation within thirty (30) days after receiving notice of the encumbrance.

19.1 SWBT agrees to release, indemnify, defend, and hold TCG and its parent and their respective subsidiaries, affiliated companies, officers, directors, employees, agents, contractors, and suppliers harmless against all losses, costs (including reasonable attorney's fees), damages, or liabilities arising from any act, claim, or recovery by a person with an ownership or possessory interest, lien, trust, pledge, or security interest in the Licensed Facilities, including without limitation any attempt by such third party to take title to or possession of Licensed Facilities.

20.0 The licenses granted by this Agreement are non-exclusive personal privileges allowing SWBT to situate the Licensed Facilities in the indicated locations. These licenses and the payments by SWBT under this Agreement do not create or vest in SWBT (or in any other person) any property right or interest of any nature in any part of the TCG CO.

21.0 The licenses granted to SWBT under this Agreement shall be subordinate to any mortgages, deeds of trust or leases that may now exist or may in the future be placed upon or executed in connection with any TCG CO; to any and all advances to be made under such mortgages, deeds of trust or leases; and to the interest thereon and all renewals, replacements, or extensions thereof.

22.0 TCG may relocate the licensed space, or the TCG CO, or both upon thirty (30) days prior written notice to SWBT. If relocation of Licensed Facilities is required, the party that originally installed such Licensed Facilities will be responsible for relocating them. Any such relocation work performed by TCG will be without charge to SWBT. TCG will reimburse SWBT for the reasonable cost of such relocation work that is TCG's responsibility and is performed by SWBT, and TCG will provide at its own expense any additional or replacement cable racks and SWBT transmission cabling needed to accommodate the relocation of the installation. TCG and SWBT will work together in good faith to minimize any disruption of service in connection with such relocation.

23.0 Licensed Facilities will be furnished, installed and maintained in accordance with the following:

23.1 SWBT agrees to furnish all Licensed Facilities.

23.2 SWBT agrees to install the Licensed Facilities. SWBT agrees to comply with specifications and processes furnished by TCG for installation performed by SWBT.

23.3 SWBT agrees to install the DC power supply and single circuit (battery and ground) from its fuse panel located in SWBT's frame to the designated TCG power source. SWBT will distribute the power among its Equipment within the Equipment Space.

23.4 SWBT agrees to maintain in good working order all SWBT Equipment in Equipment Space. TCG agrees to repair SWBT transmission cabling. SWBT is not permitted to repair installed SWBT transmission cabling in order to avoid possible harm to other transmission cables.

23.5 SWBT may use contractors to perform installation and maintenance for which SWBT is responsible. TCG consents to use of those contractors listed on a then-current TCG approved list of SWBT submitted contractors. Use of any other contractors shall require TCG's prior written consent, which shall not be unreasonably withheld.

23.6 SWBT may, at its own discretion and expense, choose to install its Equipment in locked cabinets, provided that space and configuration will permit such. If SWBT chooses to install its Equipment in locked cabinets, SWBT shall leave the appropriate keys with TCG and agrees to allow TCG the right of entry to such cabinets.

24.0 Under the Space Licenses, TCG performs no communications services, provides no goods except for short lengths of wire or cable and small parts incidental to the services furnished by TCG, and provides no maintenance for any SWBT Equipment in Equipment Space. TCG warrants that the services provided under this Agreement will be performed in a workmanlike manner and in accordance with TCG technical specifications and that the incidental material provided by TCG shall be free from defects. TCG MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

25.0 In addition to any other rights or remedies that TCG may have under this Agreement or at law, TCG may terminate the applicable Space License if any of the following events occurs and is not corrected within thirty (30) days after written notice to cure:

25.1 SWBT fails to pay charges due or fails to comply with any of the terms or conditions of this Part G.

25.2 SWBT fails to utilize the Licensed Facilities for the authorized purpose described in this Part G.

25.3 SWBT fails to comply with applicable laws or is in any way prevented by the order or action of any court, or other governmental entity from performing any of its obligations under this Part G.

26.0 In the event that a Space License is terminated for any reason, the Parties will act in accordance with the following:

26.1 Within thirty (30) days after termination of a Space License, SWBT will, at its sole expense, remove all SWBT Equipment in Equipment Space and restore the Equipment Space to its previous condition, normal wear and tear excepted. If SWBT fails to complete such removal and restoration within thirty (30) days after termination of the applicable Space License, TCG may, at its option, upon ten (10) days written notice to SWBT, perform the removal and restoration at SWBT's sole risk and expense.

26.2 Because removal of installed SWBT transmission cabling may cause damage to other transmission cables or fiber, SWBT agrees to relinquish its transmission cabling to TCG in lieu of removal. Upon termination of the applicable Space License, all SWBT transmission cabling will be automatically conveyed to TCG, thereby becoming the property of TCG, free of any interest or lien of any kind by SWBT (or by any person claiming through SWBT). SWBT agrees to promptly execute any documentation required to accomplish the conveyancing to TCG, including a Bill of Sale.

26.3 If no monies are owed by SWBT to TCG under this Agreement, TCG agrees to deliver such removed Equipment to SWBT's last known business address or to a domestic location designated by SWBT, at SWBT's sole risk and expense. If monies are so owed, SWBT agrees that TCG may either take ownership free of any interest or lien by SWBT (or those claiming through SWBT) or treat such Equipment as abandoned by SWBT.

ATTACHMENT 11: PART F - NETWORK INTERCONNECTION – TRUNK FORECASTING

1.0 The Parties shall work towards the development of joint forecasting responsibilities for traffic utilization over trunk groups. The Parties agree to provide non-binding trunk forecast information to each other twice a year. The semi-annual forecasts shall include:

1.1 Yearly forecasted trunk quantities for three (current and plus 1 and plus 2) years where possible;

1.2 The use of Common Language Location Identifier, described in Bellcore documents BR 795-100-100 and BR 795-400-100 and;

1.3 A description of major network projects anticipated for the following six (6) months. Major network projects include trunking or network rearrangements, shifts in anticipated traffic patterns, or other activities that are reflected by a significant increase or decrease in trunking demand for the following forecasting period.

2.0 If differences in semi-annual forecasts of the Parties vary by more than 96 additional DS0 two-way trunks for each Local Interconnection Trunk Group, the Parties shall meet to reconcile the forecast to within 96 DS0 trunks.

3.0 If a trunk group is under seventy-five percent (75%) of centum call seconds capacity on a monthly average basis for each month of any annual period, either Party may request the issuance of an order to resize the trunk group, which shall be left with not less than twenty-five percent (25%) excess capacity. In all cases, grade-of-service objectives identified in this Agreement shall be maintained.

4.0 Each Party shall provide a specified point of contact for planning, forecasting and trunk servicing purposes.

5.0 The Parties agree to work cooperatively to develop Methods and procedures which allow for expedited ordering of interconnection trunks and also agree to work to reduce the intervals of trunk provisioning.